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UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT  
OF WASHINGTON AT SEATTLE

In re

GLENN DAVID GAMBLE, JR.,  
Debtor.

Case No. 09-21923-KAO

GLENN DAVID GAMBLE, JR.,  
Plaintiff,

Adv. Pro. No. 10-01151-KAO

v.

STIPULATION TO DISMISSAL OF THE  
ADVERSARY PROCEEDING

SALLIE MAE GUARANTEE SERVICES  
INC.; KEY BANK NATIONAL  
ASSOCIATION; NATIONAL  
COLLEGIATE TRUST; KEY CORP  
STUDENT LOAN TRUST; AMERICAN  
EDUCATION SERVICES; GREAT  
LAKES EDUCATIONAL LOAN  
SERVICES INC.; ACS; NORTHWEST  
EDUCATION LOAN ASSOCIATION,  
and EDUCATIONAL CREDIT  
MANAGEMENT CORPORATION,

Defendants.

1 This matter is before the court on the complaint of Glenn David Gamble, Jr. ("Plaintiff"),  
2 requesting that this Court declare that the student loan debt incurred by Plaintiff is dischargeable,  
3 pursuant to 11 U.S.C. § 523(a)(8).  
4

5 Through their attorneys of record, Plaintiff and Educational Credit Management  
6 Corporation ("ECMC") have reached an agreement regarding dismissal of this case. Plaintiff  
7 and ECMC hereby stipulate and agree as follows:

8 1. Plaintiff filed for bankruptcy protection under Chapter 13 of the bankruptcy code  
9 on November 13, 2009. The matter was converted to a Chapter 7 on November 25, 2009, and  
10 the debtor received a discharge on March 17, 2010.  
11

12 2. Plaintiff filed this adversary proceeding on March 15, 2010, and included  
13 guarantor Northwest Education Loan Association ("NELA") as a named defendant.  
14

15 3. The student loan debt held by NELA and subject to this adversary proceeding was  
16 transferred by NELA to and pursuant to ECMC's motion, on June 24, 2010 this court entered an  
17 Order Granting Motion to Allowing Educational Credit Management Corporation To Substitute  
18 For Northwest Education Loan Association  
19

20 4. The student loan debt held by ECMC may be summarized as follows:

Loan type <sup>1</sup> :	Loan Date:	Disbursed Amount:	Lender – Servicer
CONS	12/08/2005	\$214,328	BONY Mellon ELT SLM Trusts – ACS

23  
24 5. The Loans were incurred by Plaintiff under a program funded in whole or in part  
25 by a governmental unit within the meaning of 11 U.S.C. § 523(a)(8).  
26

27 <sup>1</sup> CONS refers to a Federal Family Education Loan Program Consolidation loan. A consolidation loan combines one  
28 or more student loans incurred while attending school, into one new loan. ECMC's records at this time indicate that  
the underlying loans to the subject loan were incurred for the Plaintiff's enrollment at Everest Institute, Donnelly  
College, The National University of Health Sciences, and Bastyr University.

6. ECMC and Plaintiff agree to the dismissal of this adversary proceeding, without prejudice, so that Plaintiff may pursue repayment of his loan under the Income Based Repayment Plan (“IBR”) available to him.

A proposed order is being filed concurrently herewith.

DATED this 2<sup>nd</sup> day of November, 2010.

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